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ELECTRONICALLY

**F I L E D**

*Superior Court of California,  
County of San Francisco*

**02/09/2024**

**Clerk of the Court**

BY: JAMES FORONDA

Deputy Clerk

7      Attorneys for Plaintiff,  
8      Kelley Cutler

9      **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10     **COUNTY OF SAN FRANCISCO**

11     KELLEY CUTLER, individually,

Case No.:

**CGC-24-612247**

12     Plaintiff,

**COMPLAINT FOR DAMAGES FOR:**

13     v.  
14     COALITION ON HOMELESSNESS, INC.  
15     dba COALITION ON HOMELESSNESS  
16     SAN FRANCISCO, a California  
17     Corporation; JENNIFER FRIEDENBACH,  
18     an individual; and DOES 1 through 25,  
19     inclusive

20     Defendants.

- 1. DISCRIMINATION IN VIOLATION OF FEHA [Gov. Code §§ 12900, et seq.]**
- 2. HARASSMENT IN VIOLATION OF FEHA [Gov. Code §§ 12900, et seq.]**
- 3. WRONGFUL CONSTRUCTIVE TERMINATION IN VIOLATION OF FEHA [Gov. Code §§ 12900, et seq.]**
- 4. WRONGFUL CONSTRUCTIVE TERMINATION (“Tameny Claim for violation of Title I of the ADA (1990))**
- 5. WRONGFUL CONSTRUCTIVE TERMINATION IN VIOLATION OF PUBLIC POLICY [Labor Code §§ 1102.5 et seq.]**
- 6. UNLAWFUL RETALIATION [Cal. Lab. Code §§ 98.6, 1102.5(b) and (c)); Gov. Code § 12940(h)]**
- 7. FAILURE TO PAY MINIMUM WAGES [Labor Code §§ 1102.5 et seq.]**
- 8. FAILURE TO PAY FOR ALL HOURS WORKED, INCLUDING OVERTIME WAGES AND PREMIUMS [Labor Code §§ 201-204, 218.6, 510, 558, 1194, 1194.5, 1198]**
- 9. FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS**

- 1 [Labor Code § 226]  
2 **10. FAILURE TO AUTHORIZE AND**  
3 **PERMIT REST PERIODS** [Labor  
4 Code § 226.7]  
5 **11. FAILURE TO AUTHORIZE AND**  
6 **PERMIT MEAL PERIODS** [Labor  
7 Code § 226.7]  
8 **12. FAILURE TO REIMBURSE**  
9 **NECESSARY EXPENSES** [Labor  
10 Code § 2802]  
11 **13. FAILURE TO PAY ALL EARNED**  
12 **WAGES AT TERMINATION /**  
13 **WAITING TIME PENALTIES**  
14 [Labor Code §§ 201, 202, 203]  
15 **14. FAILURE TO PROVIDE**  
16 **ACCOMMODATIONS** [Gov. Code  
17 12940(m)]  
18 **15. FAILURE TO ENGAGE IN A**  
19 **GOOD FAITH INTERACTIVE**  
20 **PROCESS** [Gov. Code 12940(n)]  
21 **16. FAILURE TO PRODUCE**  
22 **PERSONNEL RECORDS** [Lab. Code.  
23 § 1198.5]  
24 **17. FAILURE TO PRODUCE**  
25 **PAYROLL RECORDS** [Lab. Code. §  
26 226(a-c)]  
27 **18. VIOLATION OF BUSINESS AND**  
28 **PROFESSIONS CODE SECTION §§**  
29 **17200, ET SEQ.** [Bus. & Prof. Code §§  
30 17200, et seq.]

18 Dept:  
19 Judge:

20 Complaint Filed:  
Trial Date:

21 Plaintiff KELLEY CUTLER (“Plaintiff”), an individual, hereby submits this Complaint  
22 for Damages against Defendants COALITION ON HOMELESSNESS, INC. (“COH”),  
23 JENNIFER FRIEDENBACH, and DOES 1 through 25, inclusive (collectively, “Defendants”),  
24 and each of them, and alleges as follows:

25 **JURISDICTION AND VENUE**

26 1. This Court is the proper Court, and this action is properly filed in San Francisco  
27 County because Defendants’ obligations and liability arise therein because Defendants maintain  
28 offices and transact business within San Francisco County and because the work that is the subject

1 || of this action was performed by Plaintiff in San Francisco County.

2       2. Plaintiff filed her charge with the California Civil Rights Department (“CCRD”),  
3 formerly the California Department of Fair Employment and Housing (“DFEH”) on or about  
4 January 19, 2024, and thereafter on January 19, 2024, received a “right to sue” Notice from the  
5 CCRD which is attached hereto as Exhibit “A”.

6           3. At the time of the filing of this complaint (“Complaint”), Plaintiff is in the process  
7 of filing her charge with the California Department of Industrial Relations / Labor Commission  
8 (“LC”). Once plaintiff files her charge with the LC, the LC will conduct an investigation. Plaintiff  
9 will amend this Complaint accordingly once LC’s investigation is completed.

## **THE PARTIES**

11       4. Plaintiff is and at all times relevant hereto was a resident of the State of  
12 California, County of San Francisco. Plaintiff was employed by Defendants as a Human Rights  
13 Organizer from on or about February 2016 to on or about June 8, 2022, when she was unlawfully  
14 constructively terminated.

15       5. Plaintiff believes, and thereon alleges, that Defendant COH is and at all times  
16 relevant hereto was a California non-profit corporation existing, authorized to do business in  
17 California, and operating and employing individuals in the County of San Francisco, State of  
18 California.

19       6. Plaintiff believes, and thereon alleges, that Defendant COH was and at all times  
20 relevant to Plaintiff's employer within the meaning of California Government Code §§ 12926(d),  
21 12940(a), (h), (i) and (k) and 12950, and regularly employs five (5) or more persons and is  
22 therefore subject to the jurisdiction of this Court, and is subject to suit under California Fair  
23 Employment and Housing Act, Government Code §12940, et seq., California Labor Codes, IWC  
24 Wage Order, the California Code of Civil Procedure, the California Civil Code, Title I of the  
25 Americans with Disabilities Act ("ADA") (42 U.S.C. §§ 12101, *et seq.*), and the California  
26 Business and Professions Code.

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28 | //

1           7. Plaintiff alleges that, at all relevant times, Plaintiff was employed by Defendants  
2 and Defendants exercised control over the terms and conditions of Plaintiff's employment.

3           8. Plaintiff believes, and thereon alleges, that Defendant JENNIFER  
4 FRIEDENBACH is and at all times relevant hereto was an individual residing in the County of  
5 San Francisco, State of California. During Plaintiff's employment with Defendants, Friedenbach  
6 was Executive Director, effectively overseeing and in charge of COH's operations. Friedenbach  
7 had the ability to, inter alia, hire, discipline, and terminate COH employees

8           9. The true names and capacities, whether individual, corporate, associate, or  
9 otherwise of the Defendants named herein as DOES 1 through 25, inclusive, are unknown to  
10 Plaintiff at this time and therefore said Defendants are sued by such fictitious names. Plaintiff  
11 will seek leave to amend this Complaint to insert the true names and capacities of said Defendants  
12 when the same become known to Plaintiff. Plaintiff is informed and believes and thereupon  
13 alleges that each of the fictitiously named Defendants is responsible for the wrongful acts alleged  
14 herein and is therefore liable to Plaintiff as alleged hereinafter.

15          10. Plaintiff is informed and believes, and based thereupon alleges, that at all times  
16 relevant hereto, Defendants, and each of them, were the agents, employees, managing agents,  
17 supervisors, conspirators, parent corporation, joint employers, alter ego, and/or joint ventures of  
18 the other Defendants, and each of them, and in doing the things alleged herein, were acting at  
19 least in part within the course and scope of said agency, employment, conspiracy, joint  
20 employment, alter ego status, and/or joint venture and with the permission and consent of each  
21 of the other Defendants.

22          11. Plaintiff is informed and believes, and based thereupon alleges, that Defendants,  
23 and each of them, including those Defendants named DOES 1 through 25, acted in concert with  
24 one another to commit the wrongful acts alleged therein, and aided, abetted, incited, compelled,  
25 and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do so. Plaintiff  
26 is further informed and believes, and based thereupon alleges, that the Defendants, and each of  
27 them, including those Defendants named as DOES 1 through 25, formed and executed a  
28 conspiracy or common plan pursuant to which they would commit the unlawful acts alleged

1 herein, with all such acts alleged herein done as part of and pursuant to said conspiracy, intended  
2 to and actually causing Plaintiff harm.

3           12. Whenever and wherever reference is made in this Complaint to any act or failure  
4 to act by a Defendant or co-Defendant, such allegations and references shall also be deemed to  
5 mean the acts and/or failures to act by each Defendant acting individually, jointly and severally.

## ALTER EGO, AGENCY, AND JOINT EMPLOYER

7       13. Plaintiff is informed and believes, and based thereon alleges, that there exists  
8 such a unity of interest and ownership between Defendants COH and DOES 1 through 25 that  
9 the individuality and separateness of Defendants have ceased to exist.

10       14. Plaintiff is informed and believes, and based thereon alleges, that despite the  
11 formation of purported corporate existence, DOES 1 through 25 are, in reality, one and the same  
12 as Defendant COH, including, but not limited to because:

13                   a.         Defendant COH is completely dominated and controlled by DOES 1  
14 through 25, who personally violated the laws as set forth in this complaint, and who  
15 have hidden and currently hide behind Defendant COH to circumvent statutes or  
16 accomplish some other wrongful or inequitable purpose.

17                   b.       DOES 1 through 25 derive actual and significant monetary benefits by  
18 and through Defendant COH's unlawful conduct, and by using Defendant COH as  
19 the funding source for their own personal expenditures.

20 c. Plaintiff is informed and believes that Defendants COH and DOES 1  
21 through 25, while really one and the same, were segregated to appear as though  
22 separate and distinct for purposes of circumventing a statute or accomplishing some  
23 other wrongful or inequitable purpose.

24 d. Plaintiff is informed and believes that Defendants do not comply with all  
25 requisite corporate formalities to maintain a legal and separate corporate existence.

26 e. Plaintiff is informed and believes, and based thereon alleges, that the  
27 business affairs of Defendants COH and DOES 1 through 25 are, and at all times  
28 relevant were, so mixed and intermingled that the same cannot reasonably be

1 segregated, and the same are in inextricable confusion. Defendant COH is, and at all  
2 times relevant hereto was, used by DOES 1 through 25 as a mere shell and conduit  
3 for the conduct of certain of Defendants' affairs, and is, and was, the alter ego of  
4 DOES 1 through 25. The recognition of the separate existence of Defendants would  
5 not promote justice, in that it would permit Defendants to insulate themselves from  
6 liability to Plaintiff for violations of the Government Code, Labor Code, and other  
7 statutory violations. The corporate existence of Defendants COH and DOES 1  
8 through 25 should be disregarded in equity and for the ends of justice because such  
9 disregard is necessary to avoid fraud and injustice to Plaintiff herein.

10 15. Accordingly, Defendant COH constitutes the alter ego of DOES 1 through 25,  
11 and the fiction of their separate corporate existence must be disregarded.

12 16. As a result of the aforementioned facts, Plaintiff is informed and believes, and  
13 based thereon alleges that Defendants COH and DOES 1 through 25 are Plaintiff's joint  
14 employers by virtue of a joint enterprise, and that Plaintiff was an employee of Defendants COH  
15 and DOES 1 through 25. Plaintiff performed services for each and every one of Defendants, and  
16 to the mutual benefit of all Defendants, and all Defendants shared control of Plaintiff as an  
17 employee, either directly or indirectly, in the manner in which Defendants' business was and is  
18 conducted.

19 **FACTUAL ALLEGATIONS**

20 17. Plaintiff was employed by Defendants as a Human Rights Organizer from on or  
21 about February 2016 to the date of her unlawful constructive termination on or about June 8,  
22 2022.

23 18. On information and belief, Defendants employed in excess of fifteen (15)  
24 employees in San Francisco, California.

25 19. During Plaintiff's employment with COH and at the time of Plaintiff's unlawful  
26 constructive termination, COH was operated by a Board of Directors.

27 20. During Plaintiff's employment with COH and at the time of Plaintiff's unlawful  
28 constructive termination, Jennifer Friedenbach was the Executive Director of COH, effectively

1 overseeing and in charge of COH's operations. Jennifer Friedenbach had the ability to, inter alia,  
2 hire, discipline, and terminate COH employees.

3       21. Plaintiff is informed and believes that Defendants are and were advised by skilled  
4 lawyers and other professionals, employees, and advisors with knowledge of the requirements of  
5 California's wage and employment laws.

6       22. During her employment with COH and at all times pertinent hereto, Plaintiff was  
7 employed by Defendants as a non-exempt employee in the position of human rights organizer.  
8 Plaintiff was employed by Defendants and Defendants exercised control over the terms and  
9 conditions of Plaintiff's employment.

10      23. Plaintiff was, and at all times pertinent hereto, has been a non-exempt employee  
11 within the meaning of the California Labor Code, California Government Code, and the  
12 implementing rules and regulations of the IWC California Wage Orders. Plaintiff is subject to  
13 the protections of, inter alia, the IWC Wage Orders, the California Labor Code, and the California  
14 Government Code.

15      24. Throughout her employment with COH, Plaintiff was to be paid an hourly wage  
16 for all hours worked, including overtime.

17      25. Throughout her employment with COH, Plaintiff consistently and continuously  
18 worked irregular hours, well in excess of the hours she was compensated for, and in excess of the  
19 hours permitted for a non-exempt employee in Plaintiff's position. Plaintiff consistently and  
20 continuously arrived for work early and stayed late. For example, when the San Francisco Police  
21 Department engaged in moving an unhoused population encampment at 5:00 a.m., Plaintiff  
22 would receive a call and immediately go to that encampment removal to assist the unhoused  
23 population. Throughout her employment with COH, Plaintiff was not compensated for all hours  
24 worked, including overtime hours over overtime premium payments.

25      26. Throughout her employment with COH, Plaintiff consistently and continuously  
26 worked in excess of 8 hours in a day and more than 40 hours in a week. Defendants did not pay  
27 Plaintiff one-and-one-half times her regular rate when Plaintiff worked over 40 hours in a work  
28 week. Defendants did not pay Plaintiff one-and-one-half times her regular rate when Plaintiff

1 worked over 8 hours in a single workday. Defendants did not pay Plaintiff twice her regular rate  
2 when Plaintiff worked more than 12 hours in a single workday. Defendants knew or should have  
3 known that Plaintiff worked these hours.

4       27. Throughout her employment with COH, Defendants did not maintain meal and  
5 rest break policies that accurately described or provided for breaks as required by California law.  
6 Defendants required Plaintiff to work at least five hours without a full, thirty-minute,  
7 uninterrupted meal period. Defendants required Plaintiff to work ten hours without providing a  
8 second full, thirty-minute, uninterrupted meal period. When such breaks were not provided,  
9 Defendants did not pay Plaintiff an additional hour wage at her regular rate. Plaintiff did not  
10 waive her rights to meal periods under the law.

11       28. Throughout her employment with COH, Defendants did not track the hours  
12 worked by Plaintiff. Defendants did not record the start and stop times of work and meal periods  
13 and did not maintain such records for Plaintiff as required by the California Labor Code and IWC  
14 Wage Orders.

15       29. Throughout her employment with COH, Defendants did not otherwise authorize  
16 or permit rest breaks according to California law. Plaintiff regularly worked more than three and  
17 a half hours, six hours, and ten hours a day. Defendants did not provide the opportunity to take a  
18 ten-minute rest break for every four hours worked or a major fraction thereof, where she was  
19 relieved of all duty. Defendants did not schedule time for rest periods and required a level of  
20 work that made taking rest breaks impossible on most days worked. Defendants did not pay  
21 Plaintiff an extra hour pay for failure to provide rest breaks in accordance with the IWC Wage  
22 Orders and Labor Code § 226.7

23       30. Throughout her employment with COH, Plaintiff did not receive wage statements  
24 that complied with California law.

25       31. Throughout her employment with COH, Defendants did not pay Plaintiff wages  
26 within California Labor Code § 204's timing requirements.

27       32. Throughout her employment with COH, Defendants failed to provide accurate  
28 itemized wage statements in compliance with the requirements of Labor Code § 226(a).

1 Defendants also failed to provide accurate, lawful itemized wage statements to Plaintiff, in part  
2 because of the violations herein.

3       33. Throughout her employment with COH, Plaintiff incurred costs for which she  
4 was not reimbursed, including appropriate reimbursement for mileage. Plaintiff was forced to  
5 incur these expenses as an essential part of her job duties, which were not compensated by  
6 Defendants.

7       34. Plaintiff is covered by applicable California IWC Wage Orders and  
8 corresponding applicable provisions of the California Code of Regulations, Title 8, § 11000 *et*  
9 *seq.*

10       35. On or about June 8, 2022, and as of the date of this filing, Defendants willfully  
11 did not pay and have not paid Plaintiff for all earned wages. These wages include unpaid  
12 overtime, accrued but unused vacation wages, missed meal and rest breaks, and additional wages  
13 owed.

14       36. Due to the sensitive nature of the work she performs for COH, Plaintiff was  
15 diagnosed with PTSD, which was made known to Defendants, including Defendant Friedenbach,  
16 during Plaintiff's employment with Defendants and was thus known by Defendants during  
17 Plaintiff's employment with Defendants.

18       37. Defendant Friedenbach discussed Plaintiff's PTSD and mental health with  
19 Plaintiff's co-workers without Plaintiff's consent and without any legitimate reason to disclose  
20 such to Plaintiff's co-workers. Plaintiff overheard this conversation and confronted Defendant  
21 Friedenbach.

22       38. During her employment with COH, Plaintiff requested accommodation due to  
23 her disability / condition, including requesting a lesser workload and time off. COH failed to  
24 participate in any interactive process with Plaintiff and failed to provide Plaintiff with her  
25 requested and necessary accommodation. COH was readily able to accommodate Plaintiff but  
26 failed to do so or attempt to do so.

27       39. On or about May 24, 2022, Plaintiff met with Defendant Friedenbach and three  
28 other COH employees to discuss the hiring of a second human rights organizer. Defendant

1 Friedenbach indicated she intended to hire a candidate due to the candidate's African American  
2 and female characteristics. Plaintiff stated her belief that Defendant Friedenbach's intentions  
3 were illegal, as an individual cannot be hired based on race, color, creed, etc. Plaintiff further  
4 noted that another candidate had far superior qualifications and was a prime candidate for the  
5 COH position. A disagreement ensued between Plaintiff and Defendant Friedenbach.

6       40. On or about May 31, 2022, Defendant Friedenbach conducted an employee  
7 meeting at Boeddeker Park in San Francisco, California. ("May 31, 2022, Meeting").

8       41. During the May 31, 2022, Meeting, the topic of hiring the second human rights  
9 organizer position for COH was brought up and discussed by Defendant Friedenbach. Defendant  
10 Friedenbach indicated she intended to hire a candidate due to the candidate's African American  
11 and female characteristics. Plaintiff, following advice from a Board Member, stated her  
12 understanding that Friedenbach's intentions were illegal, as an individual cannot be hired based  
13 on race, color, creed, etc. Plaintiff further noted that another candidate had far superior  
14 qualifications and was a prime candidate for the COH position. A disagreement ensued between  
15 Plaintiff and Defendant Friedenbach. Ultimately, Defendant Friedenbach indicated she was  
16 hiring the African American female candidate. Plaintiff continued to reiterate her belief that  
17 hiring based on race, color, creed, etc., was illegal. This was based on advice Plaintiff received  
18 from a COH Board member. Defendant Friedenbach expressed her anger with Plaintiff.

19       42. After the May 31, 2022, Meeting, COH, including Friedenbach, unlawfully  
20 retaliated and discriminated against Plaintiff for both Plaintiff's protected speech during her  
21 employment, including at the May 31, 2022, Meeting, as well as due to Plaintiff's disabilities, or  
22 perceived disabilities. Plaintiff was harassed due to her disabilities, or perceived disabilities, as  
23 well as due to her protected speech during her employment, including at the May 31, 2022,  
24 Meeting. This includes inter alia, Defendant Friedenbach's written false statements accusing  
25 Plaintiff of making "white supremacist comments" and sending harassing text messages insisting  
26 on Plaintiff going to work despite being informed of Plaintiff's disability requiring otherwise.

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43. Plaintiff was constructively terminated by Defendants, forcing her to quit due to Defendants' continued discrimination and harassment. A reasonably prudent person in Plaintiff's position would have no choice but to resign from employment.

44. During Plaintiff's employment with Defendants, Plaintiff was harassed because of Plaintiff's disability or perceived disability, her medical condition or perceived medical condition, and for her protected speech.

45. During Plaintiff's employment with Defendants, Plaintiff was discriminated against because of Plaintiff's disability or perceived disability, her medical condition or perceived medical condition, and for her protected speech.

46. Plaintiff experienced retaliation because of her protected speech and because she reported or resisted any form of discrimination or harassment.

47. Defendants and its employees discriminated, harassed, and retaliated against or permitted others to discriminate, harass, and retaliate against Plaintiff on the basis of her disability or perceived disability, her medical condition or perceived medical condition, and due to her protected speech.

48. Plaintiff was ultimately improperly and unlawfully constructively terminated from her employment with COH by Defendants, forcing her to quit due to Defendants' continued discrimination and harassment due to Plaintiff's protected speech, her medical condition or perceived medical condition, and her disability or perceived disability. A reasonably prudent person in Plaintiff's position would have no choice but to resign from employment.

## **FIRST CAUSE OF ACTION**

## **Discrimination in Violation of FEHA [Gov. Code §§ 12900, et seq.]**

**(Against All Defendants)**

49. Plaintiff incorporates by reference all allegations in the foregoing paragraphs of this Complaint as though fully set forth herein.

50. At all times relevant to this action, Plaintiff was employed by Defendants.

51. As detailed above, Plaintiff was subject to harassment and discrimination and was unlawfully terminated in retaliation due to Plaintiff's disability or perceived disability or her

1 medical condition or perceived medical condition.

2       52. Defendants' discriminatory actions against Plaintiff, as alleged herein,  
3 constituted unlawful discrimination in employment on account of Plaintiff's disability or  
4 perceived disability or her medical condition or perceived medical condition, in violation of  
5 California Government Code § 12940(a).

6       53. As a direct and proximate result of Defendants' conduct as alleged herein,  
7 Plaintiff has been harmed and has suffered and will continue to suffer pecuniary damages,  
8 including, without limitation, lost earnings and benefits, out-of-pocket expenses (including but  
9 not limited to medical expenses), and/or diminished earning capacity, in amounts not fully  
10 ascertained but within the jurisdiction of this court and subject to proof at the time of trial, and  
11 thereby claims such amounts as damages, together with pre-judgment interest, pursuant to  
12 California Civil Code § 3287.

13       54. As a direct and proximate result of Defendants' conduct as alleged herein,  
14 Plaintiff has been harmed and has suffered and will continue to suffer pecuniary and non-  
15 pecuniary damages, including without limitation, mental and emotional pain, distress,  
16 discomfort, anxiety, worry, embarrassment, humiliation, mental anguish, emotional distress,  
17 nervousness, fright, shock, pain, fatigue, and associated medical expenses, in amounts not fully  
18 ascertained but within the jurisdiction of this court and subject to proof at the time of trial, and  
19 thereby claims such amounts as damages, together with pre-judgment interest, pursuant to  
20 California Civil Code §3287.

21       55. As a direct and proximate result of Defendants' conduct as alleged herein,  
22 Plaintiff has been forced to employ an attorney to prosecute her claims herein and has incurred  
23 and is expected to continue to incur attorney's fees and costs in connection therewith.  
24 Accordingly, Plaintiff seeks attorney's fees and costs under California Government Code  
25 §12965(b), and thereby claims such amounts as damages, together with pre-judgment interest,  
26 pursuant to California Civil Code §3287.

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1       56. In engaging in the conduct alleged herein, Defendants acted oppressively,  
2 maliciously, fraudulently, and/or outrageously towards Plaintiff, with conscious disregard for her  
3 known rights and with the intention of causing and/or willfully disregarding the probability of  
4 causing, unjust and cruel hardship to Plaintiff. In so acting, Defendants intended to and did vex,  
5 injure, and annoy Plaintiff. Therefore, an assessment of punitive damages should be made against  
6 Defendants pursuant to Civil Code §3294 in an amount sufficient to punish them and to prevent  
7 them from willfully engaging in future unlawful conduct.

## **SECOND CAUSE OF ACTION**

## **Harassment in Violation of FEHA [Gov. Code §§ 12900, et seq.]**

## **(Against All Defendants)**

1           57. Plaintiff incorporates by reference all allegations in the foregoing paragraphs of  
2 this Complaint as though fully set forth herein.

13 58. At all times relevant to this action, Plaintiff was employed by Defendants.

14       59. As detailed above, Plaintiff was subject to further harassment and discrimination  
15 and was unlawfully constructively terminated due to such harassment and discrimination.

16       60. Defendants' harassing actions against Plaintiff, as alleged herein, constituted  
17 unlawful harassment in employment on account of Plaintiff's disability or perceived disability,  
18 in violation of California Government Code §12940(a).

19       61. As a direct and proximate result of Defendants' conduct as alleged herein,  
20 Plaintiff has been harmed and has suffered and will continue to suffer pecuniary damages,  
21 including without limitation, lost earnings and benefits, out of pocket expenses (including but not  
22 limited to medical expenses), and/or diminished earning capacity, in amounts not fully ascertained  
23 but within the jurisdiction of this court and subject to proof at the time of trial, and thereby claims  
24 such amounts as damages, together with pre-judgment interest, pursuant to California Civil Code  
25 §3287.

26       62. As a direct and proximate result of Defendants' conduct as alleged herein,  
27 Plaintiff has been harmed and has suffered and will continue to suffer pecuniary and non-  
28 pecuniary damages, including without limitation, mental and emotional pain, distress

1 discomfort, anxiety, worry, embarrassment, humiliation, mental anguish, emotional distress,  
2 nervousness, fright, shock, pain, fatigue, and associated medical expenses, in amounts not fully  
3 ascertained but within the jurisdiction of this court and subject to proof at the time of trial, and  
4 thereby claims such amounts as damages, together with pre-judgment interest, pursuant to  
5 California Civil Code § 3287.

6       63. As a direct and proximate result of Defendants' conduct as alleged herein,  
7 Plaintiff has been forced to employ an attorney to prosecute her claims herein, and has incurred  
8 and is expected to continue to incur attorney's fees and costs in connection therewith.  
9 Accordingly, Plaintiff seeks attorney's fees and costs under California Government Code §  
10 12965(b), and thereby claims such amounts as damages, together with pre-judgment interest,  
11 pursuant to California Civil Code § 3287.

12       64. In engaging in the conduct alleged herein, Defendants acted oppressively,  
13 maliciously, fraudulently, and/or outrageously towards Plaintiff, with conscious disregard for her  
14 known rights and with the intention of causing, and/or willfully disregarding the probability of  
15 causing, unjust and cruel hardship to Plaintiff. In so acting, Defendants intended to and did vex,  
16 injure, and annoy Plaintiff. Therefore, an assessment of punitive damages should be made against  
17 Defendants pursuant to Civil Code § 3294 in an amount sufficient to punish them and to prevent  
18 them from willfully engaging in future unlawful conduct.

## **THIRD CAUSE OF ACTION**

## **Wrongful Constructive Termination in Violation of FEHA [Gov. Code §§ 12900, et seq.]**

**(Against All Defendants)**

22       65. Plaintiff incorporates by reference all allegations in the foregoing paragraphs of  
23 this Complaint as though fully set forth herein.

24 66. At all times relevant to this action, Plaintiff was employed by Defendants.

25       67. As detailed above, Plaintiff was wrongfully constructively terminated in  
26 violation of FEHA due to her disability or perceived disability and/or her medical condition or  
27 perceived medical condition.

28 | //

1           68. Defendants' actions against Plaintiff, as alleged herein, constituted unlawful  
2 constructive termination of employment on account of Plaintiff's disability or perceived  
3 disability and/or her medical condition or perceived medical condition, in violation of California  
4 Government Code § 12940(a).

5           69. As a direct and proximate result of Defendants' conduct as alleged herein,  
6 Plaintiff has been harmed and has suffered and will continue to suffer pecuniary damages,  
7 including, without limitation, lost earnings and benefits, out-of-pocket expenses (including but  
8 not limited to medical expenses), and/or diminished earning capacity, in amounts not fully  
9 ascertained but within the jurisdiction of this court and subject to proof at the time of trial, and  
10 thereby claims such amounts as damages, together with pre-judgment interest, pursuant to  
11 California Civil Code § 3287.

12          70. As a direct and proximate result of Defendants' conduct as alleged herein,  
13 Plaintiff has been harmed and has suffered and will continue to suffer pecuniary and non-  
14 pecuniary damages, including without limitation, mental and emotional pain, distress,  
15 discomfort, anxiety, worry, embarrassment, humiliation, mental anguish, emotional distress,  
16 nervousness, fright, shock, pain, fatigue, and associated medical expenses, in amounts not fully  
17 ascertained but within the jurisdiction of this court and subject to proof at the time of trial, and  
18 thereby claims such amounts as damages, together with pre-judgment interest, pursuant to  
19 California Civil Code § 3287.

20          71. As a direct and proximate result of Defendants' conduct as alleged herein,  
21 Plaintiff has been forced to employ an attorney to prosecute her claims herein and has incurred  
22 and is expected to continue to incur attorney's fees and costs in connection therewith.  
23 Accordingly, Plaintiff seeks attorney's fees and costs under California Government Code §  
24 12965(b), and thereby claims such amounts as damages, together with pre-judgment interest,  
25 pursuant to California Civil Code § 3287.

26          72. In engaging in the conduct alleged herein, Defendants acted oppressively,  
27 maliciously, fraudulently, and/or outrageously towards Plaintiff, with conscious disregard for her  
28 known rights and with the intention of causing, and/or willfully disregarding the probability of

1 causing, unjust and cruel hardship to Plaintiff. In so acting, Defendants intended to and did vex,  
2 injure, and annoy Plaintiff. Therefore, an assessment of punitive damages should be made against  
3 Defendants pursuant to Civil Code § 3294 in an amount sufficient to punish them and to prevent  
4 them from willfully engaging in future unlawful conduct.

## **FOURTH CAUSE OF ACTION**

# **Wrongful Constructive Termination in Violation of Public Policy (“Tameny” claim for violation of Title I of the ADA (1990)) (Against All Defendants)**

9           73. Plaintiff incorporates by reference all allegations in the foregoing paragraphs of  
10 this Complaint as though fully set forth herein.

11 ||| 74. At all times relevant to this action, Plaintiff was employed by Defendants.

12       75. Plaintiff is informed and believes and thereon alleges that Defendants were  
13 substantially motivated to constructively terminate Plaintiff's employment on the basis of her  
14 disability and/or perceived disability, as alleged herein.

15        76. Plaintiff alleges, based on information and belief, that Plaintiff was  
16 constructively terminated by Defendants, and each of them, on or about June 8, 2022, in violation  
17 of Title I of the Americans with Disabilities Act of 1990 (“ADA”) which prohibits employment  
18 discrimination on the basis of an employee’s disability and/or perceived disability.

19       77. Plaintiff alleges, based on information and belief, that prior to Plaintiff's  
20 constructive termination, Defendants had actual and/or constructive notice of Plaintiff's disability  
21 and/or perceived disability but failed to engage in any interactive process with Plaintiff and failed  
22 to provide reasonable accommodations and/or take proper corrective measures to prevent  
23 discrimination and retaliation against Plaintiff from occurring, which resulted in Plaintiff's  
24 wrongful constructive termination.

25       78. Plaintiff alleges, based on information and belief, that Title I of the Americans  
26 with Disabilities Act of 1990 (ADA was passed by the United States Congress to address  
27 longstanding discrimination faced by people with disabilities. These policies are enunciated and  
28 promulgated in Title I of the ADA, which states that a covered entity shall not discriminate

1 against a qualified individual with a disability. This applies to job application procedures, hiring,  
2 advancement and discharge of employees, workers compensation, job training, and other terms,  
3 conditions, and privileges of employment.

4       79. Defendants' actions against Plaintiff, as alleged herein, constituted unlawful  
5 constructive termination of employment on account of Plaintiff's disability or perceived  
6 disability and/or her medical condition or perceived medical condition, in violation of Title I of  
7 the Americans with Disability Act of 1990.

8       80. As a direct and proximate result of Defendants' conduct as alleged herein,  
9 Plaintiff has been harmed and has suffered and will continue to suffer pecuniary damages,  
10 including without limitation, lost earnings and benefits, out-of-pocket expenses (including but  
11 not limited to medical expenses), and/or diminished earning capacity, in amounts not fully  
12 ascertained but within the jurisdiction of this court and subject to proof at the time of trial, and  
13 thereby claims such amounts as damages, together with pre-judgment interest, pursuant to  
14 California Civil Code § 3287.

15       81. As a direct and proximate result of Defendants' conduct as alleged herein,  
16 Plaintiff has been harmed and has suffered and will continue to suffer pecuniary and non-  
17 pecuniary damages, including without limitation, mental and emotional pain, distress,  
18 discomfort, anxiety, worry, embarrassment, humiliation, mental anguish, emotional distress,  
19 nervousness, fright, shock, pain, fatigue, and associated medical expenses, in amounts not fully  
20 ascertained but within the jurisdiction of this court and subject to proof at the time of trial, and  
21 thereby claims such amounts as damages, together with pre-judgment interest, pursuant to  
22 California Civil Code § 3287.

23       82. As a direct and proximate result of Defendants' conduct as alleged herein,  
24 Plaintiff has been forced to employ an attorney to prosecute her claims herein and has incurred  
25 and is expected to continue to incur attorney's fees and costs in connection therewith.  
26 Accordingly, Plaintiff seeks attorney's fees and costs under California Government Code §  
27 12965(b) and thereby claims such amounts as damages, together with pre-judgment interest,  
28 pursuant to California Civil Code § 3287.

1       83. In engaging in the conduct alleged herein, Defendants acted oppressively,  
2 maliciously, fraudulently, and/or outrageously towards Plaintiff, with conscious disregard for her  
3 known rights and with the intention of causing and/or willfully disregarding the probability of  
4 causing, unjust and cruel hardship to Plaintiff. In so acting, Defendants intended to and did vex,  
5 injure, and annoy Plaintiff. Therefore, an assessment of punitive damages should be made against  
6 Defendants pursuant to Civil Code § 3294 in an amount sufficient to punish them and to prevent  
7 them from willfully engaging in future unlawful conduct.

## **FIFTH CAUSE OF ACTION**

## **Wrongful Constructive Termination in Violation of Public Policy**

## **[Labor Code §§ 1102.5 et seq.]**

**(Against All Defendants)**

12       84. Plaintiff incorporates by reference all allegations in the foregoing paragraphs of  
13 this Complaint as though fully set forth herein.

14 85. At all times relevant to this action, Plaintiff was employed by Defendants

15        86. At all times relevant to this action, California Labor Code §§ 98.6 and 1102.5(b)  
16 and (c) were in full force and effect and were binding upon Defendants. Labor Code §§ 98.6 and  
17 1102.5(b) prohibit Defendants from retaliating against any employee for exercising or attempting  
18 to exercise any right guaranteed to him under the Labor Code. Labor Code § 1102.5(c) prohibits  
19 Defendants from retaliating against any employee for refusing to engage in activities on behalf  
20 of their employer that he or she reasonably believes to be unlawful.

21        87. California has a fundamental, substantial, and well-established public policy  
22 against discrimination and harassment in the workplace based on sex, gender, and other classes  
23 codified in California Government Code §§ 12940, et seq. In addition, California's Labor Code  
24 and the IWC's Wage Orders which govern the payment of wages, protect workers who exercise  
25 their right to complain about hostile work environments, illegal pay practices and abuses and  
26 protect such workers' rights to be free from retaliation for voicing their Complaints.

27       88. Plaintiff is informed and believes and thereon alleges that Defendants were  
28 motivated to, and did, constructively terminate Plaintiff's employment due to Plaintiff's disability

1 or perceived disability; Plaintiff's medical condition or perceived medical condition; and/or  
2 Plaintiff's making of protected speech, as described herein.

3 89. Defendants' actions against Plaintiff, as alleged herein, constituted unlawful  
4 termination of employment Labor Code §§ 98.6 and 1102.5 and California public policy.

5 90. As a direct and proximate result of Defendants' conduct as alleged herein,  
6 Plaintiff has been harmed and has suffered and will continue to suffer pecuniary damages,  
7 including, without limitation, lost earnings and benefits, out-of-pocket expenses (including but  
8 not limited to medical expenses), and/or diminished earning capacity, in amounts not fully  
9 ascertained but within the jurisdiction of this court and subject to proof at the time of trial, and  
10 thereby claims such amounts as damages, together with pre-judgment interest, pursuant to  
11 California Civil Code § 3287.

12 91. As a direct and proximate result of Defendants' conduct as alleged herein,  
13 Plaintiff has been harmed and has suffered and will continue to suffer pecuniary and non-  
14 pecuniary damages, including without limitation, mental and emotional pain, distress,  
15 discomfort, anxiety, worry, embarrassment, humiliation, mental anguish, emotional distress,  
16 nervousness, fright, shock, pain, fatigue, and associated medical expenses, in amounts not fully  
17 ascertained but within the jurisdiction of this court and subject to proof at the time of trial, and  
18 thereby claims such amounts as damages, together with pre-judgment interest, pursuant to  
19 California Civil Code § 3287.

20 92. As a direct and proximate result of Defendants' conduct as alleged herein,  
21 Plaintiff has been forced to employ an attorney to prosecute her claims herein, and has incurred  
22 and is expected to continue to incur attorney's fees and costs in connection therewith.  
23 Accordingly, Plaintiff seeks attorney's fees and costs under California Government Code §  
24 12965(b), and thereby claims such amounts as damages, together with pre-judgment interest,  
25 pursuant to California Civil Code § 3287.

26 93. In engaging in the conduct alleged herein, Defendants acted oppressively,  
27 maliciously, fraudulently, and/or outrageously towards Plaintiff, with conscious disregard for her  
28 known rights and with the intention of causing, and/or willfully disregarding the probability of

causing, unjust and cruel hardship to Plaintiff. In so acting, Defendants intended to and did vex, injure, and annoy Plaintiff. Therefore, an assessment of punitive damages should be made against Defendants pursuant to Civil Code § 3294 in an amount sufficient to punish them and to prevent them from willfully engaging in future unlawful conduct.

## **SIXTH CAUSE OF ACTION**

## **Unlawful Retaliation**

[Cal. Lab. Code §§ 98.6, 1102.5(b) and (c)); Gov. Code § 12940(h)]

**(Against All Defendants)**

9           94. Plaintiff incorporates by reference all allegations in the foregoing paragraphs of  
10 this Complaint as though fully set forth herein.

11 ||| 95. At all times relevant to this action, Plaintiff was employed by Defendants.

12        96. As detailed above, in response to and in retaliation for Plaintiff's disability or  
13 perceived disability; medical condition or perceived medical condition; and/or Plaintiff's  
14 protected speech, Plaintiff was subject to harassment and discrimination and was ultimately  
15 constructively terminated.

16        97. Defendants' harassment, discrimination, and constructive termination actions  
17 against Plaintiff, as alleged herein, constituted unlawful retaliation pursuant to Cal. Lab. Code §§  
18 98.6, 1102.5(b) and (c) and Gov. Code § 12940(h).

19        98. As a direct and proximate result of Defendants' conduct as alleged herein,  
20 Plaintiff has been harmed and has suffered and will continue to suffer pecuniary damages,  
21 including, without limitation, lost earnings and benefits, out-of-pocket expenses (including but  
22 not limited to medical expenses), and/or diminished earning capacity, in amounts not fully  
23 ascertained but within the jurisdiction of this court and subject to proof at the time of trial, and  
24 thereby claims such amounts as damages, together with pre-judgment interest, pursuant to  
25 California Civil Code § 3287.

26        99. As a direct and proximate result of Defendants' conduct as alleged herein,  
27 Plaintiff has been harmed and has suffered and will continue to suffer pecuniary and non-  
28 pecuniary damages, including without limitation, mental and emotional pain, distress

1 discomfort, anxiety, worry, embarrassment, humiliation, mental anguish, emotional distress,  
2 nervousness, fright, shock, pain, fatigue, and associated medical expenses, in amounts not fully  
3 ascertained but within the jurisdiction of this court and subject to proof at the time of trial, and  
4 thereby claims such amounts as damages, together with pre-judgment interest, pursuant to  
5 California Civil Code § 3287.

6           100. As a direct and proximate result of Defendants' conduct as alleged herein,  
7 Plaintiff has been forced to employ an attorney to prosecute her claims herein, and has incurred  
8 and is expected to continue to incur attorney's fees and costs in connection therewith.  
9 Accordingly, Plaintiff seeks attorney's fees and costs under California Government Code §  
10 12965(b), and thereby claims such amounts as damages, together with pre-judgment interest,  
11 pursuant to California Civil Code § 3287.

12           101. In engaging in the conduct alleged herein, Defendants acted oppressively,  
13 maliciously, fraudulently, and/or outrageously towards Plaintiff, with conscious disregard for her  
14 known rights and with the intention of causing, and/or willfully disregarding the probability of  
15 causing, unjust and cruel hardship to Plaintiff. In so acting, Defendants intended to and did vex,  
16 injure, and annoy Plaintiff. Therefore, an assessment of punitive damages should be made against  
17 Defendants pursuant to Civil Code § 3294 in an amount sufficient to punish them and to prevent  
18 them from willfully engaging in future unlawful conduct.

## **SEVENTH CAUSE OF ACTION**

## **Failure to Pay Minimum Wages**

## [Cal. Lab. Code §§ 1194, 1197, 1198, IWC Wage Order]

**(Against All Defendants)**

23       102. Plaintiff incorporates by reference all allegations in the foregoing paragraphs of  
24 this Complaint as though fully set forth herein.

103. At all times relevant to this action, Plaintiff was employed by Defendants.

26       104. California Labor Code § 1197 requires employers to pay a minimum wage set by  
27 the California Industrial Welfare Commission.

28 | //

1           105. Labor Code §1194 provides that any employee receiving less than the legal  
2 minimum wage or the legal overtime compensation applicable to the employee is entitled to  
3 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime  
4 compensation, including interest thereon, reasonable attorneys' fees, and costs of suit.

5           106. The applicable IWC Wage Order similarly requires that employees be paid on  
6 the established payday for the period involved, not less than the applicable minimum wage for  
7 all hours worked in the payroll period, whether the remuneration is measured by time, piece,  
8 commission, or otherwise.

9           107. The IWC Wage Orders define "hours worked" as "the time during which an  
10 employee is subject to the control of an employer and includes all the time the employee is  
11 suffered or permitted to work, whether or not required to do so."

12           108. At all times relevant, Plaintiff consistently worked hours for which she was not  
13 paid because Plaintiff was required to work off the clock, overtime, etc.

14           109. Plaintiff is informed and believes that Defendants and its managers were aware  
15 that Plaintiff was working off the clock, overtime, etc., and that she should have been paid for  
16 this time.

17           110. Defendants' failure to pay Plaintiff the unpaid balance of wages owed violates  
18 the provisions of Labor Code §1194, §1197, §1198, and the applicable IWC wage orders.

19           111. Accordingly, Defendants owe Plaintiff wages, including minimum wages, and  
20 have failed and refused, and continue to fail and refuse, to pay Plaintiff the wages owed.

21           112. Pursuant to Labor Code §1194, Plaintiff is entitled to recover her unpaid  
22 compensation, as well as interest, costs, and attorneys' fees.

23           113. In addition, pursuant to Labor Code §1194.2(a), Plaintiff is entitled to "recover  
24 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon."

25           114. Pursuant to Labor Code §1197.1, Plaintiff is entitled to claim all applicable civil  
26 penalties as a direct result of Defendants' policy and practice of paying a wage less than the  
27 minimum fixed by an order of the commission.

28           ///

115. Accordingly, Plaintiff is entitled to recover all unpaid wages, including minimum wages, as well as interest, costs, and attorneys' fees.

### **EIGHTH CAUSE OF ACTION**

## **Failure to Pay for All Hours Worked, Including Overtime Wages and Overtime Premiums**

[Cal. Lab. Code §§ 201-204, 218.6, 510, 558, 1194, 1194.5, 1198]

## (Against All Defendants)

116. Plaintiff incorporates by reference all allegations in the foregoing paragraphs of this Complaint as though fully set forth herein.

117. At all times relevant to this action, Plaintiff was employed by Defendants.

118. California Labor Code §§ 1194, 1197, 510, 1198 and the pertinent wage orders requires all work performed by an employee in excess of eight (8) hours in any workday, on the seventh day of work in any workweek, or in excess of forty (40) hours in any workweek be compensated at one and one-half times the employee's regular rate of pay. An employee who works more than twelve hours in a day is entitled to overtime compensation at a rate of twice the regular rate of pay.

119. Labor Code § 204 establishes the fundamental right of all employees in the State of California to be paid wages, including straight time and overtime, in a timely fashion for their work.

120. California Labor Code § 510 codifies the right to overtime compensation at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight hours in a day or forty hours in a work week and to overtime compensation at twice the regular rate of pay for hours worked in excess of twelve hours in a day or in excess of eight hours in a day on the seventh day of work in a particular work week.

121. Throughout her employment with COH, Plaintiff consistently and continuously often worked in excess of eight (8) hours per day, or forty (40) hours per week, and was not compensated for such time.

111

1           122. Throughout her employment with COH, Plaintiff consistently and continuously  
2 often worked in excess of twelve (12) hours per day.

3           123. Plaintiff was not provided meal or rest periods each workday, which caused  
4 Plaintiff to lose out on otherwise owed overtime wages at the requisite overtime rate of pay.

5           124. Plaintiff is informed and believe and thereon alleges that Defendants were aware  
6 or should have been aware that Plaintiff was working off the clock and overtime, and that Plaintiff  
7 should have been paid for this time.

8           125. Defendants paid Plaintiff that did not compensate Plaintiff for overtime or double  
9 premiums, or overtime or double-time hours worked.

10          126. As a result of Defendants' policies and practices, Defendants failed to pay  
11 Plaintiff's earned overtime wages and Plaintiff suffered damages as a result.

12          127. Defendants' willful and intentional failure to pay Plaintiff for overtime and  
13 double time hours worked, and overtime or double-time premiums violates the provisions of  
14 California Labor Code §§ 201-203, 218.6, 510, 558, 1194, 1194.5, 1198, and the applicable IWC  
15 Wage Orders and is therefore unlawful.

16          128. Accordingly, Defendants owe Plaintiff for overtime and double time hours  
17 worked and overtime and double time premium wages, and have failed and refused, and continue  
18 to fail and refuse, to pay Plaintiff the wages owed.

19          129. Plaintiff is entitled to recover the unpaid balance of her overtime wage  
20 compensation as well as interest, costs, and attorneys' fees.

21          130. Pursuant to Labor Code §§ 218.6, 1194(a), and California Civil Code § 3287,  
22 Plaintiff seeks recovery of pre-judgment interest on all amounts recovered herein.

23          131. Pursuant to Labor Code § 1197.1, Plaintiff is entitled to claim all applicable civil  
24 penalties as a direct result of Defendants' policy and practice of paying a wage less than the  
25 minimum fixed by an order of the commission.

26          132. Pursuant to Labor Code §§ 218.5 and 1194, Plaintiff requests that the Court  
27 award reasonable attorneys' fees and costs incurred by her in this action.

28          ///

1       133. Additionally, California Labor Code §§ 201 and 202 set forth timing  
2 requirements for the payment of wages to employees who are separating employment with an  
3 employer. A willful violation of California Labor Code §§ 201 and/or 202 results in payment  
4 waiting time penalties under California Labor Code § 203.

5           134. Defendants further willfully did not pay Plaintiff all earned wages in  
6 conformance with the timely requirements set forth in California Labor Code §§ 201 and 202, as  
7 applicable. For this violation, Plaintiff is entitled to unpaid wages, and further seeks recovery of all  
8 available remedies to the extent permissible including recovery of penalties, interest, attorneys' fees,  
9 and costs. Further, Plaintiff is entitled to recovery of waiting time penalties under California Labor  
10 Code § 203.

## **NINTH CAUSE OF ACTION**

## **Failure to Provide Itemized Wage Statements**

[Cal. Lab. Code § 226]

## (Against All Defendants)

15           135. Plaintiff incorporates by reference all allegations in the foregoing paragraphs of  
16 this Complaint as though fully set forth herein.

136. At all times relevant to this action, Plaintiff was employed by Defendants.

18 || 137. Cal. Labor Code § 226(a) reads in pertinent part:

19 Every employer shall, semimonthly or at the time of each payment  
20 of wages, furnish each of his or her employees, either as a  
21 detachable part of the check, draft, or voucher paying the  
22 employee's wages, or separately when wages are paid by personal  
23 check or cash, an accurate itemized statement in writing showing  
24 (1) gross wages earned, (2) total hours worked by the employee...  
25 (4) all deductions... (5) net wages earned, (6) the inclusive dates  
26 of the period for which the employee is paid, (7) the name of the  
27 employee and only the last four digits of his or her social security  
28 number or an employee identification number other than a social

1 security number, (8) the name and address of the legal entity that  
2 is the employer, and (9) all applicable hourly rates in effect during  
3 each the pay period and the corresponding number of hours  
4 worked at each hourly rate by the employee....

5 (Cal. Labor Code § 226(a).)

6 138. IWC Wage Order 4-2001 requires in pertinent part:

7 “Every employer shall keep accurate information with respect to  
8 each employee including the following: (3) Time records showing  
9 when the employee begins and ends each work period. Meal  
10 periods, split shift intervals, and total daily hours worked shall also  
11 be recorded... (5) Total hours worked in the payroll period and  
12 applicable rates of pay....”

13 (IWC Wage Order 4-2001.)

14 139. Labor Code § 1174 also requires Defendants to maintain and preserve, in a  
15 centralized location, among other items, records showing the names and addresses of all  
16 employees employed and payroll records showing the hours worked daily by, and the wages  
17 paid to, its employees. On information and belief and based thereon, Defendants have knowingly  
18 and intentionally failed to comply with Labor Code § 1174, including by implementing the  
19 policies and procedures and committing the violations alleged herein. Defendants’ failure to  
20 comply with Labor Code § 1174 is unlawful pursuant to Labor Code § 1175.

21 140. Defendants have failed to record many of the items delineated in applicable  
22 Industrial Wage Orders and Labor Code §226, and required under Labor Code §1174, including  
23 by virtue of the fact that each wage statement which failed to accurately compensate Plaintiff  
24 for all hours worked and for missed and non-provided meal and rest periods, or which failed to  
25 include compensation for all minimum wages earned or overtime hours worked, was an  
26 inaccurate wage statement.

27 141. On information and belief, Defendants failed to implement and preserve a lawful  
28 recordkeeping method to record all hours worked, meal periods, and non-provided meal and rest

periods owed to employees, as required for Non-Exempt Employees under California Labor Code § 226 and applicable California Wage Orders. In order to determine if they had been paid the correct amount and rate for all hours worked, Plaintiff has been, would have been, and is compelled to try to discover the required information missing from her wage statements and to perform complex calculations in light of the inaccuracies and incompleteness of the wage statements Defendants provided to her.

7           142. As a pattern and practice, in violation of Labor Code § 226(a) and the IWC Wage  
8 Order, Defendants did not furnish Plaintiff with an accurate itemized statement in writing  
9 accurately reflecting all of the required information. Additionally, Defendants have failed to  
10 provide accurate itemized wage statements as a consequence of the violations alleged herein.

11           143. Plaintiff suffered injury as a result of Defendant's failure to maintain accurate  
12 records in that she was not timely provided written, accurate itemized statements in an indelible  
13 format, showing all requisite information, such that Plaintiff was misled by Defendants as to the  
14 correct information regarding various items.

15           144. Pursuant to Labor Code § 226, and in light of Defendants' violations addressed  
16 above, Plaintiff is entitled to recover up to a maximum of \$4,000.00, along with an award of  
17 costs and reasonable attorneys' fees.

18 || 145. Wherefore, Plaintiff seeks relief as described herein and below.

## **TENTH CAUSE OF ACTION**

## **Failure to Authorize and Permit Rest Periods**

**[Cal. Lab. Code § 226.7]**

## **(Against All Defendants)**

23           146. Plaintiff incorporates by reference all allegations in the foregoing paragraphs of  
24 this Complaint as though fully set forth herein.

25 ||| 147. At all times relevant to this action, Plaintiff was employed by Defendants.

26       148. Pursuant to the IWC wage orders applicable to Plaintiff's employment by  
27 Defendants, "Every employer shall authorize and permit all employees to take rest periods, which  
28 insofar as practicable shall be in the middle of each work period.... [The] authorized rest period

time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours worked or major fraction thereof.... Authorized rest period time shall be counted as hours worked, for which there shall be no deduction from wages.”

4        149. Labor Code § 226.7(a) prohibits an employer from requiring any employee to  
5 work during any rest period mandated by an applicable order of the IWC.

6        150. Defendants were required to authorize and permit employees, such as Plaintiff,  
7 to take rest periods during shifts in excess of 3.5 hours, based upon the total hours worked at a  
8 rate of ten (10) minutes net rest per four (4) hours worked, or major fraction thereof, with no  
9 deduction from wages.

10        151. Defendants failed and refused to authorize and permit Plaintiff to take lawful, net  
11 ten (10) minute rest periods for every four (4) hours worked, or major fraction thereof.

12        152. By their failure to authorize and permit Plaintiff to take a lawful, net ten (10)  
13 minute rest period free from work duties every four (4) hours or major fraction thereof worked,  
14 including failure to provide two (2) total rest periods on six-to-ten-hour shifts, and by their failure  
15 to provide compensation for such unprovided rest periods as alleged herein, Defendants willfully  
16 violated the provisions of Labor Code § 226.7 and the applicable IWC Wage Order(s).

17        153. Defendants did not pay Plaintiff one additional hour of pay at her regular rate of  
18 pay for each day that a rest period violation occurred.

19       154. As a result of the unlawful acts by Defendants, Plaintiff has been deprived of  
20 premium wages in amounts to be determined at trial, and is entitled to recovery of such amounts,  
21 plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code §§ 218.6, 226.7,  
22 the applicable IWC Wage Orders, and Civil Code § 3287.

## **ELEVENTH CAUSE OF ACTION**

## **Failure to Authorize and Permit Meal Periods**

[Cal. Lab. Code § 226.7]

**(Against All Defendants)**

27       155. Plaintiff incorporates by reference all allegations in the foregoing paragraphs of  
28 this Complaint as though fully set forth herein.

1           156. At all times relevant to this action, Plaintiff was employed by Defendants.

2           157. Pursuant to Labor Code § 512, no employer shall employ an employee for a work  
3 period of more than five (5) hours without providing a meal break of not less than thirty (30)  
4 minutes in which the employee is relieved of all of his or her duties, except that when a work  
5 period of not more than six (6) hours will complete the day's work the meal period may be waived  
6 by mutual consent of the employer and the employee.

7           158. Defendants failed to provide Plaintiff timely and uninterrupted first meal periods  
8 of not less than thirty (30) minutes within the first five hours of a shift.

9           159. During the relevant time, Plaintiff was not provided with legally required meal  
10 periods.

11           160. Plaintiff did not waive her rights to meal periods. Plaintiff was not provided with  
12 valid, lawful off-duty meal periods.

13           161. Plaintiff was not paid one hour of pay at her regular rate for each day a meal  
14 period was not lawfully provided.

15           162. As a proximate result of the aforementioned violations, Plaintiff has been  
16 damaged in an amount according to proof at time of trial.

17           163. Pursuant to Labor Code § 226.7, Plaintiff is entitled to recover one (1) hour of  
18 premium pay for each day in which a meal period violation occurred. She is also entitled to  
19 recover reasonable attorneys' fees, cost, interest, and penalties as applicable.

20           164. As a result of the unlawful acts of Defendants, Plaintiff has been deprived of  
21 premium wages in amounts to be determined at trial, and is entitled to recovery of such amounts,  
22 plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code §§ 218.6, 226.7,  
23 512 and the applicable IWC Wage Orders, and Civil Code § 3287.

24           ///

25           ///

26           ///

27           ///

28           ///

## **TWELFTH CAUSE OF ACTION**

#### **Failure to Reimburse Necessary Expenses**

**[Cal. Lab. Code § 2802]**

**(Against All Defendants)**

165. Plaintiff incorporates by reference all allegations in the foregoing paragraphs of this Complaint as though fully set forth herein.

166. At all times relevant to this action, Plaintiff was employed by Defendants.

8           167. California Labor Code § 2802 requires an employer to indemnify or reimburse  
9 an employee for all necessary expenditures or losses incurred by the employee in direct  
10 consequence of the discharge of the employee's duties.

11           168. Plaintiff incurred expenses and business losses as a direct consequence of the  
12 discharge of her duties which Plaintiff was forced to buy as a necessary part of her job duties, but  
13 were not reimbursed by Defendants, including, inter alia, mileage.

14           169. Defendants failed to reimburse Plaintiff for these necessary business expenses  
15 and/or losses.

16           170. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff  
17 has lost money/failed to be reimbursed, the precise amount of which will be proven at trial.

18           171. Plaintiff is entitled to an award of unreimbursed sums, interest, penalties,  
19 attorneys' fees, and costs.

## **THIRTEENTH CAUSE OF ACTION**

### **Failure to Pay All Wages Due at Termination**

**[Cal. Lab. Code §§ 201, 202, 203]**

## (Against All Defendants)

24           172. Plaintiff incorporates by reference all allegations in the foregoing paragraphs of  
25 this Complaint as though fully set forth herein.

26 || 173. At all times relevant to this action, Plaintiff was employed by Defendants.

174. Pursuant to California Labor Code §§ 201, 202, and 203, Defendants are required  
to pay all earned and unpaid wages to an employee who is discharged. California Labor Code §

201 mandates that if an employer discharges an employee, the employee's wages accrued and  
unpaid at the time of discharge are due and payable immediately.

3        175. Pursuant to California Labor Code § 202, Defendants are required to pay all  
4 accrued wages due to an employee no later than 72 hours after the employee quits his or her  
5 employment, unless the employee provided 72 hours previous notice of his or her intention to  
6 quit, in which case the employee is entitled to his or wages at the time of quitting.

7       176. California Labor Code § 203 provides that if an employer willfully fails to pay,  
8 in accordance with California Labor Code §§ 201 and 202, any wages of an employee who is  
9 discharged or who quits, the employer is liable for waiting time penalties in the form of continued  
10 compensation to the employee at the same rate for up to thirty (30) workdays.

11        177. Defendants have willfully failed to pay accrued wages and other compensation  
12 to Plaintiff in accordance with California Labor Code §§ 201 and 202.

13           178. As a result, Plaintiff is entitled to all available statutory penalties, including the  
14 waiting time penalties provided in California Labor Code § 203, together with interest thereon,  
15 as well as other available remedies.

## **FOURTEENTH CAUSE OF ACTION**

### **Failure to Provide Reasonable Accommodations**

**[Gov. Code § 12940(m)]**

**(Against All Defendants)**

179. Plaintiff incorporates by reference all allegations in the foregoing paragraphs of  
this Complaint as though fully set forth herein.

22 ||| 180. At all times relevant to this action, Plaintiff was employed by Defendants.

181. It is a violation of Gov. Code § 12940(m) to fail to make reasonable accommodation for the known physical or mental disability of an applicant or employee.

182. As set forth herein, Defendants failed to comply with Gov. Code § 12940(m),  
failing to provide Plaintiff with reasonable accommodation.

27        183. As a direct and proximate result of Defendants' conduct as alleged herein,  
28 Plaintiff has been harmed and has suffered and will continue to suffer pecuniary damages,

1 including without limitation, lost earnings and benefits, out-of-pocket expenses (including but  
2 not limited to medical expenses), and/or diminished earning capacity, in amounts not fully  
3 ascertained but within the jurisdiction of this court and subject to proof at the time of trial, and  
4 thereby claims such amounts as damages, together with pre-judgment interest, pursuant to  
5 California Civil Code § 3287.

6           184. As a direct and proximate result of Defendants' conduct as alleged herein,  
7 Plaintiff has been harmed and has suffered and will continue to suffer pecuniary and non-  
8 pecuniary damages, including without limitation, mental and emotional pain, distress,  
9 discomfort, anxiety, worry, embarrassment, humiliation, mental anguish, emotional distress,  
10 nervousness, fright, shock, pain, fatigue, and associated medical expenses, in amounts not fully  
11 ascertained but within the jurisdiction of this court and subject to proof at the time of trial, and  
12 thereby claims such amounts as damages, together with pre-judgment interest, pursuant to  
13 California Civil Code § 3287.

14           185. As a direct and proximate result of Defendants' conduct as alleged herein,  
15 Plaintiff has been forced to employ an attorney to prosecute her claims herein and has incurred  
16 and is expected to continue to incur attorney's fees and costs in connection therewith.  
17 Accordingly, Plaintiff seeks attorney's fees and costs under California Government Code §  
18 12965(b), and thereby claims such amounts as damages, together with pre-judgment interest,  
19 pursuant to California Civil Code § 3287.

20           186. In engaging in the conduct alleged herein, Defendants acted oppressively,  
21 maliciously, fraudulently, and/or outrageously towards Plaintiff, with conscious disregard for her  
22 known rights and with the intention of causing, and/or willfully disregarding the probability of  
23 causing, unjust and cruel hardship to Plaintiff. In so acting, Defendants intended to and did vex,  
24 injure, and annoy Plaintiff. Therefore, an assessment of punitive damages should be made against  
25 Defendants pursuant to Civil Code § 3294 in an amount sufficient to punish them and to prevent  
26 them from willfully engaging in future unlawful conduct.

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## **FIFTEENTH CAUSE OF ACTION**

## **Failure to Engage in Good Faith Interactive Process**

**[Gov. Code §§ 12940(n)]**

**(Against All Defendants)**

5       187. Plaintiff incorporates by reference all allegations in the foregoing paragraphs of  
6 this Complaint as though fully set forth herein.

7 188. At all times relevant to this action, Plaintiff was employed by Defendants.

8           189. It is a violation of Gov. Code § 12940(n) to fail to engage in a timely, good faith,  
9 interactive process with the employee to determine reasonable accommodations in response to a  
10 request for reasonable accommodation by an employee with a known physical or mental  
11 disability or known medical condition.

12        190. As set forth herein, Defendants failed to comply with Gov. Code § 12940(n),  
13 failing to engage in a timely, good faith interactive process with Plaintiff to determine reasonable  
14 accommodations in response to Plaintiffs' requests for reasonable accommodation for her known  
15 disability and/or medical condition.

16           191. As a direct and proximate result of Defendants' conduct as alleged herein,  
17 Plaintiff has been harmed and has suffered and will continue to suffer pecuniary damages,  
18 including without limitation, lost earnings and benefits, out of pocket expenses (including but not  
19 limited to medical expenses), and/or diminished earning capacity, in amounts not fully ascertained  
20 but within the jurisdiction of this court and subject to proof at the time of trial, and thereby claims  
21 such amounts as damages, together with pre-judgment interest, pursuant to California Civil Code  
22 § 3287.

23        192. As a direct and proximate result of Defendants' conduct as alleged herein,  
24 Plaintiff has been harmed and has suffered and will continue to suffer pecuniary and non-  
25 pecuniary damages, including without limitation, mental and emotional pain, distress,  
26 discomfort, anxiety, worry, embarrassment, humiliation, mental anguish, emotional distress,  
27 nervousness, fright, shock, pain, fatigue, and associated medical expenses, in amounts not fully  
28 ascertained but within the jurisdiction of this court and subject to proof at the time of trial, and

1 thereby claims such amounts as damages, together with pre-judgment interest, pursuant to  
2 California Civil Code § 3287.

3       193. As a direct and proximate result of Defendants' conduct as alleged herein,  
4 Plaintiff has been forced to employ an attorney to prosecute her claims herein, and has incurred  
5 and is expected to continue to incur attorney's fees and costs in connection therewith.  
6 Accordingly, Plaintiff seeks attorney's fees and costs under California Government Code §  
7 12965(b), and thereby claims such amounts as damages, together with pre-judgment interest,  
8 pursuant to California Civil Code § 3287.

9        194. In engaging in the conduct alleged herein, Defendants acted oppressively,  
10 maliciously, fraudulently, and/or outrageously towards Plaintiff, with conscious disregard for her  
11 known rights and with the intention of causing, and/or willfully disregarding the probability of  
12 causing, unjust and cruel hardship to Plaintiff. In so acting, Defendants intended to and did vex,  
13 injure, and annoy Plaintiff. Therefore, an assessment of punitive damages should be made against  
14 Defendants pursuant to Civil Code § 3294 in an amount sufficient to punish them and to prevent  
15 them from willfully engaging in future unlawful conduct.

## **SIXTEENTH CAUSE OF ACTION**

## **Failure to Produce Personnel Records**

[Lab. Code § 1198.5]

**(Against All Defendants)**

195. Plaintiff incorporates by reference all allegations in the foregoing paragraphs of  
this Complaint as though fully set forth herein.

22 ||| 196. At all times relevant to this action, Plaintiff was employed by Defendants.

197. California Labor Code § 1198.5 states, “Every current and former employee, or  
his or her representative has the right to inspect and receive a copy of the personnel records that  
the employer maintains relating to the employee’s performance or to any grievance concerning  
the employee.” (Cal. Lab. Code § 1198.5)

198. California Labor Code §1198.5(b) provides, "The employer shall make the  
contents of those personnel records for inspection to the current or former employee, or his or

1 her representative, at reasonable intervals and at reasonable times, but not later than thirty  
2 calendar days from the date of the employer, or his or her representative receives a written  
3 request.” (Cal. Lab. Code § 1198.5)

4       199. On October 11, 2023, Plaintiff made a written request to Defendants for her  
5 personnel records pursuant to Labor Code § 1198.5.

6       200. As of the date of filing this Complaint, Defendants have failed to produce  
7 Plaintiff’s personnel records.

8       201. As a direct and proximate result of Defendants’ conduct as alleged herein,  
9 Plaintiff has been harmed and has suffered and will continue to suffer pecuniary damages,  
10 including without limitation, lost earnings and benefits, out of pocket expenses (including but not  
11 limited to medical expenses), and/or diminished earning capacity, in amounts not fully ascertained  
12 but within the jurisdiction of this court and subject to proof at the time of trial, and thereby claims  
13 such amounts as damages, together with pre-judgment interest, pursuant to California Civil Code  
14 § 3287.

15       202. As a direct and proximate result of Defendants’ conduct as alleged herein,  
16 Plaintiff has been harmed and has suffered and will continue to suffer pecuniary and non-  
17 pecuniary damages, including without limitation, mental and emotional pain, distress,  
18 discomfort, anxiety, worry, embarrassment, humiliation, mental anguish, emotional distress,  
19 nervousness, fright, shock, pain, fatigue, and associated medical expenses, in amounts not fully  
20 ascertained but within the jurisdiction of this court and subject to proof at the time of trial, and  
21 thereby claims such amounts as damages, together with pre-judgment interest, pursuant to  
22 California Civil Code § 3287.

23       203. As a direct and proximate result of Defendants’ conduct as alleged herein,  
24 Plaintiff has been forced to employ an attorney to prosecute her claims herein, and has incurred  
25 and is expected to continue to incur attorney’s fees and costs in connection therewith.  
26 Accordingly, Plaintiff seeks attorney’s fees and costs under California Government Code §  
27 12965(b), and thereby claims such amounts as damages, together with pre-judgment interest,  
28 pursuant to California Civil Code § 3287.

1       204. In engaging in the conduct alleged herein, Defendants acted oppressively,  
2 maliciously, fraudulently, and/or outrageously towards Plaintiff, with conscious disregard for her  
3 known rights and with the intention of causing, and/or willfully disregarding the probability of  
4 causing, unjust and cruel hardship to Plaintiff. In so acting, Defendants intended to and did vex,  
5 injure, and annoy Plaintiff. Therefore, an assessment of punitive damages should be made against  
6 Defendants pursuant to Civil Code § 3294 in an amount sufficient to punish them and to prevent  
7 them from willfully engaging in future unlawful conduct.

## **SEVENTEENTH CAUSE OF ACTION**

## **Failure to Produce Payroll Records**

**[Lab. Code § 226(a-c)]**

**(Against All Defendants)**

12           205. Plaintiff incorporates by reference all allegations in the foregoing paragraphs of  
13 this Complaint as though fully set forth herein.

14 206. At all times relevant to this action, Plaintiff was employed by Defendants.

15        207. California Labor Code § 226(a) requires employers to keep records of their  
16 employees' itemized wage statements on file for at least three years at the place of employment  
17 or at a central location within the State of California.

18        208. California Labor Code § 226(b) requires employers to afford current and former  
19 employees the right to inspect or copy the records pertaining to that current or former employee,  
20 upon reasonable request to the employer.

21        209. California Labor Code § 226(c) states, “An employer who received a written or  
22 oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current or former  
23 employee shall comply with the request as soon as practicable, but no later than 21 calendar days  
24 from the date of the request.” (Cal. Lab. Code § 226(c).)

25           210. As of the date of filing this Complaint, Defendants have failed to produce  
26 Plaintiff's payroll records.

27           211. As a direct and proximate result of Defendants' conduct as alleged herein,  
28 Plaintiff has been harmed and has suffered and will continue to suffer pecuniary damages,

1 including without limitation, lost earnings and benefits, out of pocket expenses (including but not  
2 limited to medical expenses), and/or diminished earning capacity, in amounts not fully ascertained  
3 but within the jurisdiction of this court and subject to proof at the time of trial, and thereby claims  
4 such amounts as damages, together with pre-judgment interest, pursuant to California Civil Code  
5 § 3287.

6           212. As a direct and proximate result of Defendants' conduct as alleged herein,  
7 Plaintiff has been harmed and has suffered and will continue to suffer pecuniary and non-  
8 pecuniary damages, including without limitation, mental and emotional pain, distress,  
9 discomfort, anxiety, worry, embarrassment, humiliation, mental anguish, emotional distress,  
10 nervousness, fright, shock, pain, fatigue, and associated medical expenses, in amounts not fully  
11 ascertained but within the jurisdiction of this court and subject to proof at the time of trial, and  
12 thereby claims such amounts as damages, together with pre-judgment interest, pursuant to  
13 California Civil Code § 3287.

14           213. As a direct and proximate result of Defendants' conduct as alleged herein,  
15 Plaintiff has been forced to employ an attorney to prosecute her claims herein, and has incurred  
16 and is expected to continue to incur attorney's fees and costs in connection therewith.  
17 Accordingly, Plaintiff seeks attorney's fees and costs under California Government Code §  
18 12965(b), and thereby claims such amounts as damages, together with pre-judgment interest,  
19 pursuant to California Civil Code § 3287.

20           214. In engaging in the conduct alleged herein, Defendants acted oppressively,  
21 maliciously, fraudulently, and/or outrageously towards Plaintiff, with conscious disregard for her  
22 known rights and with the intention of causing, and/or willfully disregarding the probability of  
23 causing, unjust and cruel hardship to Plaintiff. In so acting, Defendants intended to and did vex,  
24 injure, and annoy Plaintiff. Therefore, an assessment of punitive damages should be made against  
25 Defendants pursuant to Civil Code § 3294 in an amount sufficient to punish them and to prevent  
26 them from willfully engaging in future unlawful conduct.

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## **EIGHTEENTH CAUSE OF ACTION**

## **Violation of Business & Professions Code §§ 17200, et seq.**

**[Bus. & Prof. Code §§ 17200, et seq.]**

## (Against All Defendants)

215. Plaintiff incorporates by reference all allegations in the foregoing paragraphs of this Complaint as though fully set forth herein.

216. At all times relevant to this action, Plaintiff was employed by Defendants.

8           217. By violating the aforementioned statutes and regulations, Defendants acts  
9 constitute unfair and unlawful business practices under California Business & Professions Code  
10 § 17200, *et seq.*

11           218. Defendants' violations of California laws regarding, *inter alia*, maintaining  
12 records and policy, constitute a business practice because they were committed repeatedly over  
13 a significant period of time and in a systematic manner to Plaintiff's detriment.

14           219. Plaintiff does have an adequate legal remedy for Defendants' violations as  
15 described above.

16           220. As a direct and proximate result of Defendants' conduct as alleged herein,  
17 Plaintiff has been harmed and has suffered and will continue to suffer pecuniary damages,  
18 including without limitation, lost earnings and benefits, out of pocket expenses (including but not  
19 limited to medical expenses), and/or diminished earning capacity, in amounts not fully ascertained  
20 but within the jurisdiction of this court and subject to proof at the time of trial, and thereby claims  
21 such amounts as damages, together with pre-judgment interest, pursuant to California Civil Code  
22 § 3287.

23           221. As a direct and proximate result of Defendants' conduct as alleged herein,  
24 Plaintiff has been harmed and has suffered and will continue to suffer pecuniary and non-  
25 pecuniary damages, including without limitation, mental and emotional pain, distress,  
26 discomfort, anxiety, worry, embarrassment, humiliation, mental anguish, emotional distress,  
27 nervousness, fright, shock, pain, fatigue, and associated medical expenses, in amounts not fully  
28 ascertained but within the jurisdiction of this court and subject to proof at the time of trial, and

1 thereby claims such amounts as damages, together with pre-judgment interest, pursuant to  
2 California Civil Code § 3287.

3       222. As a direct and proximate result of Defendants' conduct as alleged herein,  
4 Plaintiff has been forced to employ an attorney to prosecute her claims herein, and has incurred  
5 and is expected to continue to incur attorney's fees and costs in connection therewith.  
6 Accordingly, Plaintiff seeks attorney's fees and costs under California Government Code §  
7 12965(b), and thereby claims such amounts as damages, together with pre-judgment interest,  
8 pursuant to California Civil Code § 3287.

9       223. In engaging in the conduct alleged herein, Defendants acted oppressively,  
10 maliciously, fraudulently, and/or outrageously towards Plaintiff, with conscious disregard for her  
11 known rights and with the intention of causing, and/or willfully disregarding the probability of  
12 causing, unjust and cruel hardship to Plaintiff. In so acting, Defendants intended to and did vex,  
13 injure, and annoy Plaintiff. Therefore, an assessment of punitive damages should be made against  
14 Defendants pursuant to Civil Code § 3294 in an amount sufficient to punish them and to prevent  
15 them from willfully engaging in future unlawful conduct.

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## PRAYER FOR RELIEF

**WHEREFORE**, Plaintiff seeks judgment against Defendants, and each of them, in an amount according to proof, as follows:

1. For a money judgment representing compensatory damages including lost wages, earnings and other employee benefits, and all other sums of money, together with interest on these amounts; for other special damages; and for general and special damages for mental pain and anguish and emotional distress and associated medical expenses;
  2. For unpaid wages;
  3. For statutory damages;
  4. For penalties and premiums;
  5. For mental and emotional distress damages;
  6. For pre- and post-judgment interest;
  7. For payment of penalties in accordance with California law, including but not limited to penalties pursuant to California Labor Code §§ 203 and 226(e)
  8. For costs of suit, attorneys' fees, and expert witness fees pursuant to the Labor Code and/or any other basis;
  9. For penalties as required by law;
  10. For punitive damages pursuant to Civil Code § 3294 in an amount sufficient to punish Defendants for the wrongful conduct alleged herein and to deter such conduct in the future;
  11. For all such other and further relief that the court may deem just and proper.

Dated: February 9, 2024

Brockman Quayle Bennett

By: Sarah E. Risso  
Robert W. Brockman, Jr.  
Sarah E. Risso  
Thomas M. Regan  
Attorneys for Plaintiff,  
Kelley Cutler